



MEMORABILIA SELLING CONTRACT AGREEMENT

LOT #: _____

Date: January 28th-30th, 2022 Location: We-Ko-Pa Casino Resort in Fort McDowell, AZ

Entry Fee: _____ Cash Check Wire Credit Card Other

CONSIGNOR

Name: _____ Email: _____

Address: _____ Telephone: _____

City/Town: _____ Telephone 2: _____

State: _____ ZIP Code: _____ **Licensed Dealers Only:**

Driver's License #: _____ License Number: _____

Date of Birth: _____ Resale Number: _____

MEMORABILIA

Name/Title: _____

Est. Year: _____ Est. Value: _____

Original

Make: _____ Model: _____

Remanufactured

Description:

| | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> NO RESERVE | I agree to sell the above vehicle with NO RESERVE to the highest bidder. | COMMISSION: 15% |
| <input type="checkbox"/> RESERVE Under \$500: \$25 Registration Over \$500: \$50 Registration Approval Required | The above vehicle will be accepted with a reserve price, provided the price set by the Consignor is deemed realistic by <i>MAG Auctions</i> . The reserve price may NOT be raised after acceptance by <i>MAG Auctions</i> . The reserve price may be lowered prior to or during the time of sale at the discretion of the owner with written authorization. Reserve Price: \$ _____ | |

I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE TERMS & CONDITIONS, COMMISSIONS, AND FEES.

OWNER, CONSIGNOR & SELLER

DATE

AUCTION MANAGEMENT

** TERMS & CONDITIONS **

This document confirms arrangements made for the sale of property to be consigned to MAG Auctions.

We ("MAG Auctions") will act as your agent for you ("The Consignor"). All consignments are subject to the [Auction Listing and Selling Contract Agreement](#) and the [Terms & Conditions](#) set forth below.

WARRANTY OF OWNERSHIP: You represent and warrant that you own all rights, title and interest in the property and that you have the right to consign said property for sale.

INSURANCE: It will be your responsibility to provide insurance coverage for your property at all times while it is on the auction premises.

Note: In the event of any damage, however occurred, the owner of such property is fully responsible and MAG Auctions will not be held liable. This includes, but is not limited to: cars, trucks, automobiles, motorcycles, memorabilia and personal items.

* THIS CONTRACT IS NOT BINDING WITHOUT ACCEPTANCE BY AUCTION MANAGEMENT *

TERMS & CONDITIONS

Read carefully, this is a legal document.

This document confirms arrangements made for the sale of property to be consigned to *Benji Silver Arizona LLC dba MAG Auctions*. We ("MAG") will act as your agent for you ("The Consignor"). All consignments are subject to the [Auction Listing and Selling Contract Agreement](#) and the Terms & Conditions set forth below.

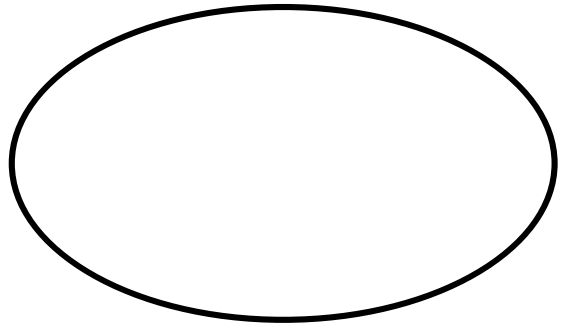
CONDITIONS:

1. Every consignor with MAG will automatically be issued a bidder badge with a bid limit equal to estimated total value of all no reserve consignments or a limit provided by a bank letter. Therefore all bidder rules apply to sellers as well.
2. Unpaid entries can be cancelled at the discretion of MAG.
3. Sale position is based on a first come, first serve basis. Requests for position will be taken into consideration. MAG does however have the right to change sale position and make adjustments as we see fit.
4. Vehicles may be changed up to the close of business on the Friday, before the sale. Once your vehicle has been checked in & placed in its auction spot it will not be moved to any other spot or location.
5. If a vehicle is consigned to MAG and does not arrive to the sale as promised and/or is not replaced with a vehicle in the same year/reserve criteria prior to the Friday before the sale MAG will require payment of 10% of the reserve stated on the consignor contract. If no reserve, 10% of fair market value.
6. Seller agrees that MAG shall have no liability for loss, theft or damage of any type to the Vehicle/Boat/etc., its contents, or components at any time and that MAG is not a Bailee of such vehicle. Seller further agrees to indemnify and hold MAG, its agents, owners, directors, stock holders, representatives and employees harmless from and against any claims for personal injury and property loss or damage arising out of this transaction. Seller hereby represents that the vehicle is currently insured and that seller shall maintain its own insurance on the vehicle throughout the duration of this agreement, and until the closing of the sale of the vehicle to a buyer under the purchase invoice and bill of sale. MAG provides no insurance and is not an insurer of any vehicle or other article offered for sale.
7. MAG will designate vehicles that do not reach their desired selling figure and provide an avenue for buyers to have the opportunity to continue to bid on these vehicles once they have left the block.
8. MAG pays the seller when payment is received and confirmed from the buyer. Seller checks are mailed within 21 business days after the auction.
9. MAG will not release a vehicle until full payment by the buyer has been made.
10. Should either buyer or seller default on any part of the transaction, MAG shall remain entitled to any and all fees and commissions by the defaulting party.
11. MAG will be entitled to attorney's fees incurred in the enforcement of this contract.
12. This document shall be governed by and interpreted under the laws of the State of Arizona.
13. Serial Number/VIN/ID numbers on entered vehicle(s) must match Serial Number/VIN/ID numbers on the title. CARS WITHOUT A VIN OR WITH AN INCORRECT VIN WILL NOT BE ALLOWED IN THE SALE.
14. Please check your serial number prior to coming to the sale, especially on Model A's and Street Rods, to avoid complications. Our staff can assist you on titles with typographical errors. Homemade VIN's (those not stamped or issued by the manufacturer) may be subject to additional requirements. Discrepancies with VIN NUMBERS/TAGS/IDS/SERIAL NUMBERS could keep your vehicle out of our sale.
15. Vehicles identified as having "matching numbers" may be subject to additional requirements.
16. Sale date/position/run numbers are the property of MAG and cannot be sold/traded/reassigned to another seller or vehicle.
17. The auctioneer has the right to place a bid for a consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve amount.
18. Vehicles/items must be removed from the auction site between the close of the sale and the close of business the Wednesday following the sale. They are the responsibility of the owner and if not removed, may be removed and stored at the owner's expense.
19. Fraud or misrepresentation by the seller can supersede "as is" in a court of law. A seller may remain liable for issues with a vehicle because of misrepresentation and/or fraud. Be sure that you can confirm or back up any and all claims about your vehicle(s).
20. MAG reserves the right to not publish any information the seller provides about the vehicle if MAG finds it to be untrue upon inspection of said vehicle. All descriptions must be submitted to the auction prior to the week of the sale.
21. Original titles are due prior to the vehicle crossing the block. All original titles will be stored in a locked fire proof safe.
22. Titles must be negotiable. Dealers must have space on the title to re-assign or provide a proper reassignment form.
23. Individuals must have the vehicle titled in their name. An open title is not acceptable.
24. Payment is made to the name on the title or to the consigning dealership.
25. Seller agrees that he/she is responsible for any previous tax or title obligations on said vehicle and is responsible to provide purchaser with a proper document of sale.
26. Entry fees will not be refunded on cars rejected on the day of check in or sale day.
27. Arrangements must be made to get vehicles to the auction during the check in dates & times. Vehicles may be delivered auction week on the pre-published check in days. Visit www.motorsportauctiongroup.com for more information.
28. Any vehicle documentation should be turned into the auction office. The documentation will be stored in a fireproof safe. The documentation will be returned to the seller if the vehicle does not sell or will be delivered to the buyer. Do not leave any documentation in the vehicle.
29. Sellers should be present during the sale of their vehicle. Sellers should make their presence known to the auctioneer/ring man and be available while your vehicle is on the block.
30. Under no circumstances is any vehicle to be sold on the auction property without authorization from the auction. The parking lot is not a sale lot. Failure to comply may result in revoked buying and selling privileges and removal from grounds.

*** PLEASE INCLUDE PHOTOS FOR PRESALE ADVERTISING WHENEVER POSSIBLE ***



OWNER /
CONSIGNOR
VEHICLE
DESCRIPTION



YEAR: _____

MAKE: _____

MODEL: _____

ODOMETER: _____ Actual Unknown

BUYERS: All vehicles are sold AS-IS. It is your responsibility to inspect all components.
This includes body, paint, interior, tires, engine compartment, trunk area, dash, etc.